

BILL NO. S-75-0405.

SPECIAL ORDINANCE NO. S- 62-75

AN ORDINANCE approving contracts for WPC  
Expansion Project, Divisions I, II & III

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That certain contracts between the City of Fort Wayne,  
by and through its Mayor and the Board of Public Works, as follows:

Hagerman Construction Corporation and Shambaugh & Son	
Water Pollution Control Expansion Project	
Division I	\$20,768,000.00
John Dehner, Inc. and Spears-Dehner, Inc.	
Water Pollution Control Expansion Project	
Division II - Terminal Ponds	\$ 4,584,799.00
John Dehner, Inc. and Spears-Dehner, Inc.	
Water Pollution Control Expansion Project	
Division III - Sludge Lagoons	\$ 5,305,637.00

of which the City's share of total project cost is estimated at approximately  
\$34,000,000.00, to be paid from Sewer Bond Issue, all as more particularly set  
forth in said contract which is on file in the Office of the Board of Public Works,  
and is by reference incorporated herein and made a part hereof, is hereby in  
all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

Vivian J. Schmidt  
Councilman

APPROVED AS TO FORM  
AND LEGALITY.

John E. La  
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 4/8/75

Charles W. Teterman  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~198~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	_____	_____	_____	<u>X</u>
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 4-22-75

Charles W. Teterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. L-63-75 on the 22nd day of April, 1975.

ATTEST: (SEAL)

Charles W. Teterman  
CITY CLERK

James Stith  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of April, 1975, at the hour of 2:00 o'clock A. M., E.S.T.

Charles W. Teterman  
CITY CLERK

Approved and signed by me this 23rd day of April, 1975, at the hour of 2:00 o'clock P. M., E.S.T.

David H. Luff  
MAYOR

Bill No. S-75-04-05

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

Approving contracts for WPC Expansion Project, Divisions I, II & III

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Muckols

Winfield C. Moses, Jr.

Paul M. Burns

*Vivian G. Schmidt*

*William T. Hinga*

*John Muckols*

*Winfield C. Moses, Jr.*

*Paul M. Burns*

DATE 4-22-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

## CONTRACT

THIS CONTRACT, made the 30th day of January, 1975, by and between HAGERMAN-SHAMBAUGH, JOINT BIDDERS, BETWEEN HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH AND SON, INCORPORATED herein called the "Contractor" and the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION I  
WATER POLLUTION CONTROL PLANT ADDITIONS

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steag & Associates, A Division of Howard Needles Tammen & Bergendoff, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars ( \$ 20,768,000.00 ).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, including Addenda Nos. 1, 2, 3 and 4
  - a. Modifications to General Conditions of the Contract
  - b. Instructions to Bidders
  - c. General Conditions of the Contract
  - d. Detailed Specifications
5. Drawings
  - a. Detailed Drawings
  - b. General Drawings

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

(SEAL)

Attest:

William L. Kerr

By Carl F. Haglund

Visit Title Secretary

Title *U P*

Attest:

Alfred L. Lunt

By Wm. B. Theobald

Title

Title

(SEAL)

Owner

Attest:

E. A. Smith Clerk

By [Signature]

Title

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGACY

CITY ATTORNEY

Carl E O Neal  
MEMBER, BOARD OF PUBLIC WORKS

Glen Collins  
MEMBER, BOARD OF PUBLIC WORKS

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, HAGERMAN-SHAMBAUGH, JOINT BIDDERS, between HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH & SON, INCORPORATED, As principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND, AND THE AMERICAN INSURANCE COMPANY, NEWARK, NEW JERSEY, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the Board of Public Works, City of Fort Wayne, hereinafter called the Owner, in the penal sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 20,768,000.00 ).  
for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this 30 day of January, 19 75.

The condition of this obligation is such that whereas the above named principal did, on the 30 day of January, 19 75, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION I  
WATER POLLUTION CONTROL PLANT ADDITIONS

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars ( 20,768,000.00 ).  
and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana ff 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 30 day of January, 1975, affixed our signatures and corporate seals to six (6) original counterparts of this bond.

*William L. Ken*  
*Asst. Secretary*

YASTE, ZENT, & RYE, INC.  
Authorized Agents

By: *Gerald A. Dahle*

*Ed. R. Yentz*  
*Secretary*

Insurance & Risk Management  
Authorized Agents

By: *Harry A. Crawford*

HAGERMAN-SHAMBAUGH, JOINT BIDDERS

BETWEEN HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH & SON, INCORPORATED

Principal  
HAGERMAN CONSTRUCTION CORPORATION  
By *Mark F. Hagerman*  
Joint Bidder

United States Fidelity & Guaranty Company

Surety

*Gerald A. Dahle*  
Attorney-in-Fact

SHAMBAUGH & SON, INCORPORATED

By *Wm. Shambaugh*  
Joint Bidder

The American Insurance Company  
Surety

*Harry A. Crawford*  
Attorney-in-Fact



CERTIFIED COPY

# GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**  
its true and lawful attorney in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done by~~ anyone of the said **C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 19**70**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**  
Vice-President.

(SEAL) (Signed) **J. E. Dallam**  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 19**70**, before me personally came

**Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19**70**....

(SEAL) (Signed) **Herbert J. Aull**  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 19**70**

(SEAL) (Signed) **Robert H. Bouse**  
Clerk of the Superior Court of Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

JAN 30 1975

*Rich. and Calder*  
Assistant Secretary

## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

James O. Gilbert, Julian M. Bowers, Roland E. Weber, Harry A. Crawford, G. Parker Gee, Leonard B. Koeller, Max E. Orwin, Thomas G. McRae, Roland J. Harruff and Louis A. Menelly, all of Ft. Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted hereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation.

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 21st day of October, 19 74.



THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS, Vice President

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

On this 21st day of October, 19 74, before me personally came JAMES H. WELLS to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice

MARY A. GIUDICE, Notary Public  
My commission expires October 2, 1977

CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

I, the undersigned Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force

Signed and sealed in the County of Cook, Dated the 30th day of January, 19 75.



Joseph C. Wierck  
JOSEPH C. WIERCK, Assistant Secretary

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, HAGERMAN-SHAMBAUGH, JOINT BIDDERS, between HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH & SON, INCORPORATED, As principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND, AND THE AMERICAN INSURANCE COMPANY, NEWARK, NEW JERSEY, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the Board of Public Works, City of Fort Wayne, hereinafter called the Owner, in the penal sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 20,768,000.00 ).  
for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this 30 day of January, 19 75.

The condition of this obligation is such that whereas the above named principal did, on the 30 day of January, 19 75, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION I  
WATER POLLUTION CONTROL PLANT ADDITIONS

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 20,768,000.00 ).  
and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, HAGERMAN-SHAMBAUGH, JOINT BIDDERS, between HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH & SON, INCORPORATED, As principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND, AND THE AMERICAN INSURANCE COMPANY, NEWARK, NEW JERSEY, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the Board of Public Works, City of Fort Wayne, hereinafter called the Owner, in the penal sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 20,768,000.00 ).  
for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this 30 day of January, 19 75.

The condition of this obligation is such that whereas the above named principal did, on the 30 day of January, 19 75, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION I  
WATER POLLUTION CONTROL PLANT ADDITIONS

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of

TWENTY MILLION, SEVEN HUNDRED SIXTY EIGHT THOUSAND AND NO/100

Dollars (\$ 20,768,000.00 ).  
and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain

in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modifications, or addition in and to the terms or conditions, of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise effect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 30 day of January, 19 75, affixed our signatures and corporate seals to six (6) executed original counterparts of this bond.

*William L. Kerr*  
Asst. Secretary

YASTE, ZENT, & RYE, INC.  
Authorized Agents

By: *Gerald A. Dahle*

*Harry A. Crawford*  
Insurance  
INSURANCE & RISK MANAGEMENT  
Authorized Agents

By: *Harry A. Crawford*

HAGERMAN-SHAMBAUGH, JOINT BIDDERS

BETWEEN HAGERMAN CONSTRUCTION CORPORATION AND SHAMBAUGH & SON, INCORPORATED

Principal

HAGERMAN CONSTRUCTION CORPORATION

By: *Mark F. Hagerman*  
Joint Bidder - V.P.

United States Fidelity and Guaranty Company

Surety

*Gerald A. Dahle*  
Attorney-in-Fact

SHAMBAUGH & SON, INCORPORATED

By: *Mark F. Hagerman*  
Joint Bidder

The American Insurance Company  
Surety

*Harry A. Crawford*  
Attorney-in-Fact

# GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre Vice-President.

(SEAL)

(Signed) J. E. Dallam Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, }

ss:

On this 24th day of April, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1970....

(SEAL) (Signed) Herbert J. Aull Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

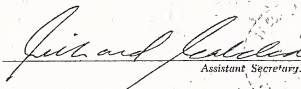
of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

JAN 30 1975

  
Assistant Secretary



GENERAL  
POWER OF  
ATTORNEY

## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

James O. Gilbert, Julian M. Bowers, Roland E. Weber, Harry A. Crawford, G. Parker Gee, Leonard B. Koeller, Max E. Orwin, Thomas G. McRae, Roland J. Harruff and Louis A. Meneilly, all of Ft. Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 21st day of October, 19 74.



THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS Vice President

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

On the 21st day of October, 19 74, before me personally came JAMES H. WELLS, to me known, who being by me duly sworn, did depose and say, that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument, that he knows the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice

MARY A. GIUDICE, Notary Public  
My Comm. Expires Dec. 31, 1977

### CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook. Dated the 30th day of January, 19 75.



Joseph C. Nelminck  
JOSEPH C. NELMINCK, Assistant Secretary



THE CITY OF FORT WAYNE  
board of public works

March 6, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

As indicated in the attached letter from the Environmental Protection Agency, the City has received approval to proceed with construction of Divisions I, II and III of the Water Pollution Control Expansion Project.

Tentative award of contracts was made by this Board on December 31, 1974 as follows:

Division I - Plant Expansion - Hagerman-Shambaugh - \$20,768,000.00

Division II - Terminal Ponds - J. Dehner-Spears-Dehner - \$ 4,584,779.00

Division III - Sludge Lagoons - J. Dehner-Spears-Dehner - \$ 5,305,637.00

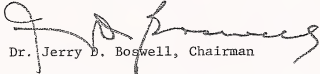
The City has been given an EPA Grant in the sum of \$25,067,550.00 and the State is providing \$1,979,630.00. The City's share will come from the \$7,000,000.00 Sewer Bond Issue.

Additional costs for this project include property acquisition and engineering fees.

Since the City and contractors are most anxious to proceed, we respectfully request a "Prior Approval" of above mentioned contracts.

Sincerely,

BOARD OF PUBLIC WORKS

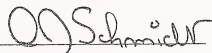
  
Dr. Jerry D. Boswell, Chairman

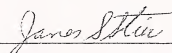
JDB:bt

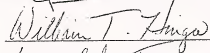
Attachments: 4

APPROVED BY MEMBERS OF THE COMMON COUNCIL:


  
William T. Hinga

  
O. J. Schmidt

  
James L. Stitt

  
Samuel J. Tabarick

  
John J. Kalk

  
Clifford Schmidt

AN EQUAL OPPORTUNITY EMPLOYER

61-276-3  
1/30/75

# CONTRACT

THIS CONTRACT, made the 30<sup>th</sup> day of January, 1975, by and between JOHN DEHNER, INCORPORATED, AND SPEARS-DEHNER, INCORPORATED, joint bidders, hereinafter called the "Contractor" and the BOARD OF PUBLIC WORKS,

CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

## WATER QUALITY CONTROL PROJECT DIVISION II TERMINAL PONDS (STORM TREATMENT PONDS)

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, a Division of Howard, Needles, Tammen & Bergendoff, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

FOUR MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100  
Dollars (\$4,584,779.00).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, Including Addenda Nos. 1, 2, 3 and 4
  - a. Modifications to General Conditions of the Contract
  - b. Instructions to Bidders
  - c. General Conditions of the Contract
  - d. Detailed Specifications
5. Drawings
  - a. Detailed Drawings
  - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in six original counterparts the day and year first above written.

(SEAL)

Attest:

Edward F. Dehner

JOHN DEHNER, INC.

Title Secretary-Treasurer

(SEAL)

Attest:

John H. Springer

SPEARS-DEHNER, INC.

Title Secretary

(SEAL)

Attest:

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

JOHN DEHNER, INC., AND SPEARS-DEHNER,  
INC., JOINT BIDDERS  
Contractor

By

John Dehner

JOHN DEHNER, INCORPORATED

Title President

By

Edward F. Dehner

SPEARS-DEHNER, INCORPORATED

Title Vice President

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE  
Owner

By

K. D. Branner

Chairman, Board of Public Works

City of Fort Wayne, Indiana

Carl E. Neal

Glen C. Cline

MAYOR

C O N T R A C T   P E R F O R M A N C E   B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INCORPORATED AND SPEARS-DEHNER, INCORPORATED, JOINT BIDDERS, As principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, hereinafter called the Owner, in the penal sum of

FOUR MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$4,584,779.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

The condition of this obligation is such that whereas the above named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 1975, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION II  
TERMINAL PONDS (STORM TREATMENT PONDS)

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of FOUR MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$4,584,779.00) and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this \_\_\_\_ day of \_\_\_\_\_, 1975,  
affixed our signatures and corporate seals to six executed original counter-  
parts of this bond.

JOHN DEHNER, INCORPORATED, AND  
SPEARS-DEHNER, INCORPORATED  
JOINT BIDDERS

Principal

FOR JOHN DEHNER, INCORPORATED

By

John Dehner  
Authorized Agent

YASTE, ZENT & RYE, INC.

Authorized Agents

By

Arthur C. Zurich

UNITED STATES FIDELITY AND GUARANTY CO.

Surety

Arthur C. Zurich  
Attorney-in-Fact

FOR SPEARS-DEHNER, INCORPORATED

By

Edward D. Dehner  
Authorized Agent

YASTE, ZENT & RYE, INC.

Authorized Agents

By

Arthur C. Zurich

UNITED STATES FIDELITY AND GUARANTY CO.

Surety

Arthur C. Zurich  
Attorney-in-Fact

# GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done by~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre, Vice-President.

(SEAL) (Signed) J. E. Dallam, Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, }

On this 24th day of April, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970....

(SEAL) (Signed) Herbert J. Aull, Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse, Clerk of the Superior Court of Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

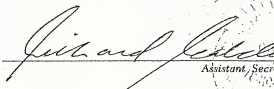
**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**


of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

  
Assistant Secretary



C O N T R A C T   P A Y M E N T   B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INCORPORATED, AND SPEARS-DEHNER, INCORPORATED, JOINT BIDDERS, As Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, hereinafter called the Owner, in the penal sum of

FOUR MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$4,584,779.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

The condition of this obligation is such that whereas the above named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 1975, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION II  
TERMINAL PONDS (STORM TREATMENT PONDS)

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of FOUR MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$4,584,779.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety or value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

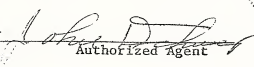
IN WITNESS WHEREOF, we have this \_\_\_\_\_ day of \_\_\_\_\_, 1975,  
affixed our signatures and corporate seals to six executed original counter-  
parts of this bond.

JOHN DEHNER, INCORPORATED, AND  
SPEARS-DEHNER, INCORPORATED  
JOINT BIDDERS

Principal

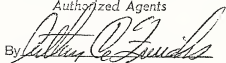
FOR JOHN DEHNER, INCORPORATED

By

  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By

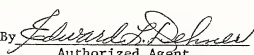


UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

  
Attorney-in-Fact

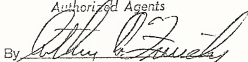
FOR SPEARS-DEHNER, INCORPORATED

By

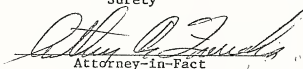
  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By



UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

  
Attorney-in-Fact

# GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform, any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~executed~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre

Vice-President

(SEAL)

(Signed) J. E. Dallam

Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY, }

ss:

On this 24th

day of

April

A. D. 1970, before me personally came

Karl H. Doerre

Vice-President of the UNITED STATES FIDELITY AND GUARANTY

COMPANY and

J. E. Dallam

Assistant Secretary of said Company, with both of

whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland;

Karl H. Doerre

and

J. E. Dallam

were respectively

that they, the said

Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1970

(SEAL)

(Signed)

Herbert J. Aull

Notary Public.

STATE OF MARYLAND,  
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse

Clerk of the Superior Court of Baltimore City, which Court is a

Court of Record, and has a seal, do hereby certify that

Herbert J. Aull

Esquire, before

whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL)

(Signed)

Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I, Richard Calder*, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

*Guil and Calder*  
Assistant Secretary.

61-276-4  
1/30/75

C O N T R A C T

THIS CONTRACT, made the 30<sup>th</sup> day of January, 1975, by and between JOHN DEHNER, INCORPORATED, AND SPEARS-DEHNER, INCORPORATED, JOINT BIDDERS, hereinafter called the "Contractor" and the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION III  
SLUDGE LAGOONS

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by the Engineering Department, City of Fort Wayne, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

FIVE MILLION THREE HUNDRED FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100

Dollars (\$ 5,305,637.00 ).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, Including Addenda No. 1, 2, 3 and 4
  - a. Modifications to General Conditions of the Contract
  - b. Instructions to Bidders
  - c. General Conditions of the Contract
  - d. Detailed Specifications
5. Drawings
  - a. Detailed Drawings
  - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in six original counterparts the day and year first above written.

(SEAL)

Attest:

Edward J. Dehner

JOHN DEHNER, INC.

Title Secretary-Treasurer

(SEAL)

Attest:

John H. Ebringer

SPEARS-DEHNER, INC.

Title Secretary

(SEAL)

Attest:

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

JOHN DEHNER, INC., AND SPEARS-DEHNER, INC., JOINT BIDDERS

Contractor

By John Dehner

JOHN DEHNER, INCORPORATED

Title President

By Edward J. Dehner

SPEARS-DEHNER, INCORPORATED

Title Vice President

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE  
Owner

By K. M. Sommer  
Chairman, Board of Public Works

City of Fort Wayne, Indiana

Carl E. O'Neal

Glen Chubb

MAYOR



C O N T R A C T   P E R F O R M A N C E   B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INCORPORATED AND SPEARS-DEHNER, INCORPORATED, JOINT BIDDERS, As Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, as surety, are held and firmly bound unto the State of Indiana, for the benefit of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, hereinafter called the Owner, in the penal sum of

FIVE MILLION THREE HUNDRED AND FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$5,305,637.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

The condition of this obligation is such that whereas the above named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 1975, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION III  
SLUDGE LAGOONS

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of FIVE MILLION THREE HUNDRED AND FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$5,305,637.00) and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modifications, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

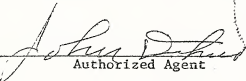
IN WITNESS WHEREOF, we have this \_\_\_\_\_ day of \_\_\_\_\_, 1975,  
affixed our signatures and corporate seals to six executed original counter-  
parts of this bond.

JOHN DEHNER, INCORPORATED, AND  
SPEARS-DEHNER, INCORPORATED  
JOINT BIDDERS

Principal

FOR JOHN DEHNER, INCORPORATED

By

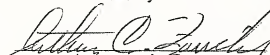
  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By

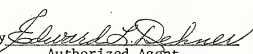


UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

  
Attorney-in-Fact

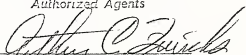
FOR SPEARS-DEHNER, INCORPORATED

By

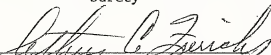
  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By



UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

  
Attorney-in-Fact

# GENERAL POWER OF ATTORNEY

No. .... 81064 .....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**,  
its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ **done** by anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By **Karl H. Doerre**  
Vice-President.

(SEAL)

(Signed) **J. E. Dallam**  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 1970, before me personally came

**Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1970....

(SEAL) (Signed) **Herbert J. Aull**  
Notary Public.

STATE OF MARYLAND, }  
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof*, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 1970

(SEAL) (Signed) **Robert H. Bouse**

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I, Richard Calder*, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

*Julius and Jackson*  
Assistant Secretary

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INCORPORATED, AND SPEARS-DEHNER, INCORPORATED, JOINT BIDDERS, As Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, Baltimore, Maryland, As surety, are held and firmly bound unto the State of Indiana, for the benefit of the BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, hereinafter called the Owner, in the penal sum of

FIVE MILLION THREE HUNDRED AND FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$5,305,637.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

The condition of this obligation is such that whereas the above named principal did, on the \_\_\_\_\_ day of \_\_\_\_\_, 1975, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

WATER QUALITY CONTROL PROJECT  
DIVISION III  
SLUDGE LAGOONS

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of FIVE MILLION THREE HUNDRED AND FIVE THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$5,305,637.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this \_\_\_\_\_ day of \_\_\_\_\_, 1975,  
affixed our signatures and corporate seals to six executed original counter-  
parts of this bond.

JOHN DEHNER, INCORPORATED, AND  
SPEARS-DEHNER, INCORPORATED  
JOINT BIDDERS

Principal

FOR JOHN DEHNER, INCORPORATED

By *John Dehner*  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By *Arthur C. Zwick*

UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

*Arthur C. Zwick*  
Attorney-in-Fact

FOR SPEARS-DEHNER, INCORPORATED

By *Edward F. Dehner*  
Authorized Agent

YASTE, ZENT & RYE, INC.  
Authorized Agents

By *Arthur C. Zwick*

UNITED STATES FIDELITY AND GUARANTY CO.  
Surety

*Arthur C. Zwick*  
Attorney-in-Fact

# GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms, all and whatsoever ~~in~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre Vice-President

(SEAL)

(Signed) J. E. Dallam Assistant Secretary

STATE OF MARYLAND,  
BALTIMORE CITY,

ss:

On this 24th day of April, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1970

(SEAL) (Signed) Herbert J. Aull Notary Public

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse Clerk of the Superior Court of Baltimore City



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

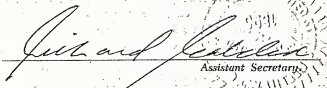
**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

  
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*S-95-04-05* ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers construction contracts for Water Pollution Control

Expansion Project Divisions I, II & III as follows:

Division I - Plant Expansion - Hagerman-Shambaugh - \$20,768,000.00

Division II - Terminal Ponds - John Dehner-Spears-Dehner - \$ 4,584,779.00

Division III - Sludge Lagoons - John Dehner-Spears-Dehner - \$ 5,305,637.00

Federal and State Funded Project.

"SEE ATTACHED PRIOR APPROVAL"

EFFECT OF PASSAGE Formal approval

EFFECT OF NON-PASSAGE Prior approval received

MONEY INVOLVED (Direct Costs, Expenditures, Savings) City's share of total project  
cost estimated at approximately \$34,000,000.00 to be paid from Sewer Bond Issue.

ASSIGNED TO COMMITTEE

*Finance J.B.*